

REMARKS

Status Summary

In this Amendment, no claims are canceled, and claims 38-46 are added. Therefore, upon entry of this Amendment, claims 1-46 will be pending.

Objections to the Specification

In the Official Action, the abstract was objected to as containing more than 150 words and as containing legal phraseology. A replacement abstract that addresses the concerns is attached hereto. Entry of the replacement abstract is respectfully requested.

Claim Rejections 35 U.S.C. § 102

Claims 1, 3-6, 8-10, 12-13, 15, 17-20, 22-24, 26-29, 31-34, 36, and 37 were rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,513,019 to Lewis (hereinafter, "Lewis"). This rejection is respectfully traversed.

The present invention, for example as claimed in independent claims 1, 5, 10, 12, 15, 19, 24, 28, and 33, includes methods, systems, and computer program products for producing a narrative financial analysis report for a business entity. For example, in independent claim 1, financial information about a business entity is obtained. Financial values are calculated for the business entity and compared to one or more combinations of financial values associated with other business entities within an industry. Scores are assigned to each combination of financial values based on the

comparisons. The scores reflect the financial performance of the business entity relative to other business entities within a selected industry.

According to an important aspect of the invention, the scores are used to dynamically select stored text to produce a narrative financial analysis report for the business entity. Each of the independent claims has been amended to clarify that the narrative financial analysis report includes text that explains the meaning of each combination of scores in narrative format. For example, as illustrated in Figures 4B and 4C of the present application, text that explains the significance of scores relating to liquidity is provided. An example of this text in Figure 4B and 4C, is as follows:

The company needs to consider the results carefully here. Even though sales have increased from the last period, the company's liquidity position has actually deteriorated in multiple areas. It will be noted in the next section that a net income margin has decreased quite a bit as well, which is not good. Margins affect both profitability and liquidity.

The firm now has less cash and total current assets relative to short-term financial obligations than it did last period. The numbers look "weak". In short, the company's liquidity position is poor and needs to be improved. Otherwise, there may be several negative concurrent events: the company may have a difficult time paying bills, and management may also have to spend inordinate amounts of time on just managing cash flow. Finally, the company may not have the cash available to deal with an unforeseen negative occurrence. While these models are not predictive, the company's general position can be quite accurately assessed.

Management might explore some aggressive ways to improve cash flow: 1) prepare frequent cash flow forecast. If the company is having chronic cash flow problems, it may be advisable to prepare forecasts as often as once or even twice per month. 2) If prudent to do so, sale off unproductive assets that are not generating cash flow or income for the company. (3) Get tougher generally in the collection area. 4) See if prices can be improved higher on some selected goods or services. 5) Rethink some credit issues generally. It is rarely appropriate to give all customers the same credit terms. 6) Use COD marginal customers. 7) "Term out" some short-term debt by refinancing. Basically management can move some

short-term debt to long-term debt. (See Figures 4B and 4C of the present application.)

Thus, from this passage, the present invention generates a narrative financial analysis report that explains the meaning of each combination of scores in a narrative format. In other words, the narrative financial analysis tells a story about the company in plain language that is easily understandable by a user. In Figures 4B and 4C, the narrative financial analysis report explains the significance of a combination of scores relating to liquidity. Similar narrative financial analysis reports may be produced for profits and profit margins, sales, borrowing, assets, and employees, as illustrated in Figures 4C-4E of the present application.

There is absolutely no disclosure in Lewis of a method, a system, or a computer program product that produces a narrative financial analysis report including text that explains the meaning of combinations of related financial analysis scores in a narrative format. Lewis is directed to a financial consolidation and communication platform that has the primary goal of integrating data relating to financial transactions. For example, Lewis states:

As previously mentioned, the critical function performed by the instant invention is to place integrated data regarding, and information derived from financial transactions, positions, lots, and balances (settled and pending); the universe of financial instruments; customers and counterparties, employees and organization units; and financial institutions in front of selected groups within the financial firm as well as its customers and counterparties continuously as the data and the information changes in real-time or near real-time. (See column 19, lines 56-65 of Lewis.)

Thus, from this passage, Lewis is directed to a real-time financial transaction reporting system. There is absolutely no teaching or suggestion of generating a narrative financial report that explains the significance of financial performance scores of a company. On page 4 of the Official Action, it was indicated that column 21, line 43 through column 22, line 21 discloses producing a narrative financial report for a business entity. Column 21, line 43 through column 22, line 21 of Lewis is set forth as follows:

The Web server operates on either an NT or UNIX computer, and operates in conjunction with the Search Engine, **170** FIG. 4, Times Series Engine, **180**, Reporting Engine, **190**, and Distribution Server, **195**, to enable on-line use of the features and functions residing in these components, and on-line viewing of the data and information that is published or otherwise produced by these components. As a result, via the UI the user can enter the following types of retrieval requests, in addition to those describe above:

Invoke the Search Engine, **170**, against the database. This engine enables the user to enter and conduct free-form searches, such as are common on Internet sites such as Yahoo and HotBot, against the contents of the present invention's database. An example would be a search for all "New York municipal bonds that pay more than 3% interest and mature in less than three years." The search engine that is deployed by and integrated into the invention is supplied by a third party software company.

Invoke the Time Series Engine, **180**, against the database. This engine enables the user to enter historical queries and reports as of a specific data and time or across a historical period. An example would be a query requesting the consolidation of settled and pending positions, balances, and transactions from multiple accounts for the same customer, counterparty, or trader as of December 31 of the previous three years. The time series engine deployed by and integrated into the invention is supplied by a third party software company.

Browse through pre-formatted reports and financial statements, 147 FIG. 4 and FIGS. 27 and 28, that were generated by the reporting server, on-line. The Reporting Engine, **190**,

produces traditional and consolidated customer statements, operations reports, regulatory reports, and the like, at pre-defined intervals (daily, weekly, monthly, quarterly, annually), and distributes them both electronically and via mail to designated recipients. The web-server allows the on-line viewing of these reports and statements, including searches for lines with specific content within the report itself (e.g., search the report of monthly transaction for lines which display transactions in a specific financial instrument or with a specific counterparty). The reporting server deployed by and integrated into the invention is supplied by a third party software company. (Emphasis added.) (See column 21, line 43 through column 22, line 21 of Lewis.)

Nothing in this passage of Lewis even remotely suggests a generating a narrative financial analysis report. The only mention of report generation in the above-referenced passage from Lewis is the production of pre-formatted reports and financial statements. Neither of these reports is a narrative financial analysis report including text that explains the meaning of combinations of related financial analysis scores in a narrative format. For example, the above-referenced passage indicates that Figures 4, 27, and 28 illustrate examples of reports generated according to Lewis. Figure 4 of Lewis discloses only a box 147 labeled "report images" without further detail on the reports. Figures 27 and 28 of Lewis include report tables without any narration on the meaning of the values in the tables. In contrast, as illustrated in Figures 4B-4E of the present application, the narrative financial analysis report produced by the present invention is in a narrative textual format that is easy to read and understand. Accordingly, it is respectfully submitted that the rejection of the claims as anticipated by Lewis is improper and should be withdrawn.

Declaration Pursuant to 37 C.F.R. § 1.131

A Declaration of prior inventorship pursuant to 37 C.F.R. § 1.131 is attached hereto. In the Declaration, Brian Hamilton, the sole inventor in the subject U.S. patent application, declares that he conceived of the invention claimed in the claims of the patent application at least as early as July 7, 1998. In addition, Brian Hamilton declares that work on reducing the invention to practice was performed continuously from July 7, 1998 until September 1998 when version 1 of the ProfitCents™ software, which embodies the claimed invention, was completed.

The Declaration references two documents that support Mr. Hamilton's declarations. The first document is a consulting agreement between Sageworks, Inc, and Triangle Business Software for creation of the ProfitCents™ software, which embodies the claimed invention. The consulting agreement includes a flow chart originated by Mr. Hamilton. The flow chart details the operation of the proposed software and the claimed invention. For example, the flow chart includes steps for receiving company information, calculating financial indicators, selecting text based on the company information and the financial indicators, and generating a report.

The second document referenced in the Declaration is a narrative financial analysis report generated using version 1 of the ProfitCents™ software. The narrative financial analysis report is dated September 2, 1998. The narrative financial report includes text that explains the meaning or significance of scores computed for different financial performance indicators in a narrative format. For example, with regard to Income, the narrative report states:

Our 'big picture' results in this area are good. This simply means that our net profit margins are strong compared to our competitors. Still, we need to note that our net profit margins and our net profit dollars have fallen. This is the direct result of a spending spree in operating costs. Our great results in the gross profit area vanished as a result of this spending. Maybe the increased spending is a plan to invest in the company. Often it's more the result of getting a little lackluster in our expense management. (See page 1 of attached report dated September 2, 1998.)

Thus, based on the attached Declaration and supporting documentation, it is respectfully submitted that Applicants have established an invention date at least as early as July 7, 1998 and that Applicants were diligent in reducing the invention to practice at least as early as September 1998. The 35 U.S.C. § 102(e) date of Lewis is February 16, 1999. Accordingly, Applicants respectfully submit that Lewis is not prior art to the claimed invention and respectfully request that the rejection of the claims as anticipated by Lewis should be withdrawn for this additional reason.

Claim Rejections 35 U.S.C. § 103

Claims 2, 7, 11, 14, 16, 21, 25, 30, and 35 were rejected under 35 U.S.C. §103(a) as unpatentable over Lewis.

As stated above, Lewis fails to teach or suggest generating a narrative financial analysis report that explains the meaning of combinations of financial analysis scores in a narrative textual format. The only reports generated by Lewis are pre-formatted reports, which are in tabular format. Accordingly, it is respectfully submitted that the rejection of the claims as unpatentable over Lewis is improper for the same reasons stated above with regard to the rejection of the corresponding independent claims.

In addition, as stated above with regard to the rejection of the claims as anticipated by Lewis, Applicants respectfully submit that the attached Declaration and supporting documentation establish an invention date prior to the earliest 35 U.S.C. § 102(e) date of Lewis. Accordingly, for this additional reason, it is respectfully submitted that the rejection of the claims as unpatentable over Lewis should be withdrawn.

New Claims

New claims 38-46 are added. Support for new claims 38-46 is found, for example, in Figure 4F of the present application wherein the narrative financial analysis report relates scores pertaining to assets to scores pertaining to profitability.

CONCLUSION

In light of the above amendments and remarks, it is respectfully submitted that the present application is now in proper condition for allowance, and such action is earnestly solicited.

If any small matter should remain outstanding after the Patent Examiner has had an opportunity to review the above Remarks, the Patent Examiner is respectfully requested to telephone the undersigned patent attorney in order to resolve these matters and avoid the issuance of another Official Action.

DEPOSIT ACCOUNT

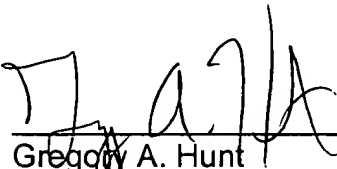
The Commissioner is hereby authorized to charge any fees associated with the filing of this correspondence to Deposit Account No. 50-0426.

Respectfully submitted,

JENKINS, WILSON & TAYLOR, P.A.

Date: April 6, 2004

By: _____


Gregory A. Hunt
Registration No. 41,085
Customer No. 25297

1521/3 GAH/sed

Enclosures

A Great Report!

Compan SageWorks
Industry Developer of software
Period: One month against the month that preceded it.
Sales Yearly sales > \$3MM

SageWorks Financial Data

	Current Period	Previous Period
Sales or Revenue:	\$190,000.00	\$100,000.00
Cost Of Goods Sold:	\$29,000.00	\$35,000.00
Gross Profit:	\$161,000.00	\$65,000.00
Net Profit Before	\$19,000.00	\$20,000.00
Cash:	\$2,000.00	\$4,000.00
Accounts	\$6,000.00	\$5,000.00
Current Assets:	\$10,000.00	\$6,000.00
Gross Fixed Assets:	\$10,000.00	\$2,000.00
Current Liabilities:	\$590.00	\$1,000.00
Total Liabilities (Total	\$1,890.00	\$500.00
Total Employees +	1	6

Random Industry Text

Test Industry Text 10

Liquidity

Has it ever felt like money was coming in the door at 100 miles per hour and going out at 101 miles per hour? Sure it has. We now deal with this issue which is called liquidity. No factor is more important, because liquidity measures our ability to pay bills and dictates survival. It's important to note that liquidity rarely equals cash flow.

Income

It's important to remember that small leaks sink great ships. In business, leaks always come in the form of sliding margins. Margins measure our net or gross profits in cents for every dollar we have in sales. Margins really measure our effectiveness as managers. They also measure the company's real financial strength.

Our 'big picture' results in this area are good. This simply means that our net profit margins are strong compared to our competitors. Still, we need to note that our net profit margins and our net profit dollars have fallen. This is the direct result of a spending spree in operating costs. Our great results in the gross profit area vanished as a result of this spending. Maybe the increased spending is a plan to invest in the company. Often, it's more the result of getting a little lackluster in our expense management.

However, we did a great job the gross profit area! And it's better than you think. Our gross profit dollars increased and our gross profit margins increased. Basically, we made more gross profit dollars and increased our operating leverage (uh oh!- MBA term alert!). Even with small sales increases, we can dramatically increase our net profits (so long as we get the operating expenses under control!).

y Name: Sales

:Wow! Our sales are way up, but we have actually reduced our employee base. This dramatically improves our revenue per employee, which is another measure of effectiveness. It may also mean that we Range: were a little top heavy with employees before. After all, our sales are up with less people. It could be a coincidence, but let's notice that our assets went way up too. We need to think about the assets we purchased. If they helped us earn those higher sales, they may be a good way to lever higher sales. Let's not get too carried away, however. The real challenge is to work on profits.

Taxes: Borrowing

Borrowing money effectively is how small companies grow to be larger Receivable: companies. They use the concept of leverage- using borrowed funds as a fulcrum to lift profits higher and higher (ain't fulcrum a nice word- we learned this one in physics class!). How'd we do: Basically, we loaded up on a bunch of debt, but our profits went down. At least we learned what reverse leverage is all about! This Debt): simply means that we increased debt and our profits decreased. It Full Time really means that we must have invested in some stuff that has not produced any profits for us. Also, let's notice that our profit margins are down.

Assets

'Once the toothpaste is out of the tube, it's hard to get it back in.' This is our operating phrase for buying fixed assets! They should be purchased with great care because they are expensive and very hard to get rid of if we buy the wrong ones. Fixed assets are things like equipment and machinery. They should be drivers of long run profits.

Employees

Believe it or not, we actually did a pretty good job here. Why? Because although our profits fell, our employee base fell at a faster rate- we unloaded employees at a faster rate than we lost profits. Over the long run, we are hoping that this strategy will actually drive profits higher. Under these conditions, we can't determine whether we should add employees or not. It would be a little risky, since we have already invested a bunch in fixed assets and they have obviously not yet brought those profits up.

Appendix A: Financial

Financial Indicator	Value	Benchmark
Current Ratio	16.95	Strong
Current Ratio % Chng	1.82	Rise
Quick Ratio	13.56	Good
Quick Ratio % Chng	0.51	Rise
Net Profit Margin	0.10	Good
Net Profit Margin % Change	-0.50	Down
Net Profit % Change	-0.05	Down
Gross Margin Ratio	0.85	Rise

Gross Profit % Change 0.30

Rise

Printed: Wednesday, September 02, 1998

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Sales % Change	0.90	Significant Rise
Total Debt % Change	2.78	Significant Rise
Borrowing Usage	-283.00	Poor
Asset Usage	-405.00	Poor
Employee % Change	-0.83	Down
Total Assets % Change	4.00	Significant Rise
Employee Usage	16.67	Good

Contractors:

CONSULTING CONTRACT

THIS AGREEMENT is made as of July 7, 1998 between SAGE Works, Inc. ("Client") and Triangle Business Software ("Consultant").

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Consultant agrees to perform for Client the services listed in Exhibit A, attached hereto and executed by both Client and Consultant. Such services are hereafter referred to as "Services." Client agrees that consultant shall have ready access to client's staff and resources as necessary to perform the Consultant's services provided for by this contract.
2. **Rate of Payment for Services.** Client agrees to pay Consultant for Services in accordance with the schedule contained in Exhibit A attached hereto and executed by both Client and Consultant.
3. **Invoicing.** Client shall pay the amounts agreed to herein within 30 days of receipt of invoices which shall be sent by Consultant.
4. **Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any nonparty to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design and programming.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the Consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligations.

5. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described on Exhibit A and Consultant reserves the right to determine the method, manner and means by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Client's premises, then consultant's time spent at the premises is to be at the discretion of the Consultant; subject to the Client's normal working hours and security requirements. Consultant hereby confirms to the client that the client will not be required to furnish or provide any training to the consultant to enable the consultant to perform the services required hereunder. The services shall be performed by the consultant, or the consultant's staff, and the client shall not be required to hire, supervise or pay any assistants to help the consultant who performs the services under this agreement. Consultant shall not be required to devote the consultant's full time nor the full time of the consultant's staff to the performance of the services required hereunder, and it is acknowledged that consultant has other clients and consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of the consultant. Except to the extent that the Consultant's work must be performed on or with Client's computer or Client's existing software, all materials used in providing the services shall be provided by the consultant. Consultant's services hereunder cannot be terminated or canceled short of completion of the services agreed upon except for consultant's failure to perform the contract's specifications as required hereunder and conversely, subject to client's obligation to make full and timely payment(s) for consultant's service as set forth in Exhibit A, consultant shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in paragraph 10 hereof. The client shall not provide any insurance coverage of any kind for the Consultant or the Consultant's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to insure that its staff who perform Services are competent and that they do not breach Section 4 hereof.

Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this agreement, neither party will, except with the other party's prior written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

6. **Use of Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Client shall have all copyright and patent rights with respect to all materials developed under this contract.
7. **Client Responsibilities.** Rachelle Wells shall represent the client during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to the contract as defined in section 14.
8. **Disputes.** Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of North Carolina, or any other state in which the Consultant resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not part hereof.

9. **Taxes.** Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that consultant is an employee of Client, and Client and Consultant specifically agree that neither Consultant nor any person engaged by Consultant in the execution of this project is an employee of Client.

LIMITED WARRANTY

10. **Liability.** Consultant warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both client and Consultant. Consultant makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose of merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by consultant, and in the event this limitation of damages is held unenforceable the parties agree that by reason of difficulty in foreseeing possible damages all liability to client shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.
11. **Complete Agreement.** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by and of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.
12. **Applicable Law.** Consultant shall comply with all applicable laws in performing Services but shall hold harmless Client for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the State indicated by the consultant's address. (15ii)
13. **Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.
14. **Additional Work.** After receipt of an order which adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such action and expenditure as set forth in Exhibit A of this Agreement for payments related to services. Additional service beyond the scope of the work identified in addendum A and the maximum estimated number of hours, if any, and related fees and expenses will be agreed in writing between Consultant and Client in advance.
15. **Notices.**
Notices to Client should be sent to:
Rachelle Wells
SAGE Works, Inc.
PO Box 13741,
RTP NC 27709

Notices to Consultant should be sent to:
Triangle Business Software
8817 Reigate Lane
Raleigh, NC 27603-8842
16. **Assignment.** This agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.
17. **Notice of Assumed Name.** Triangle Business Software is an assumed name for Ucan2 Software, Inc. a corporation based in Raleigh, NC.

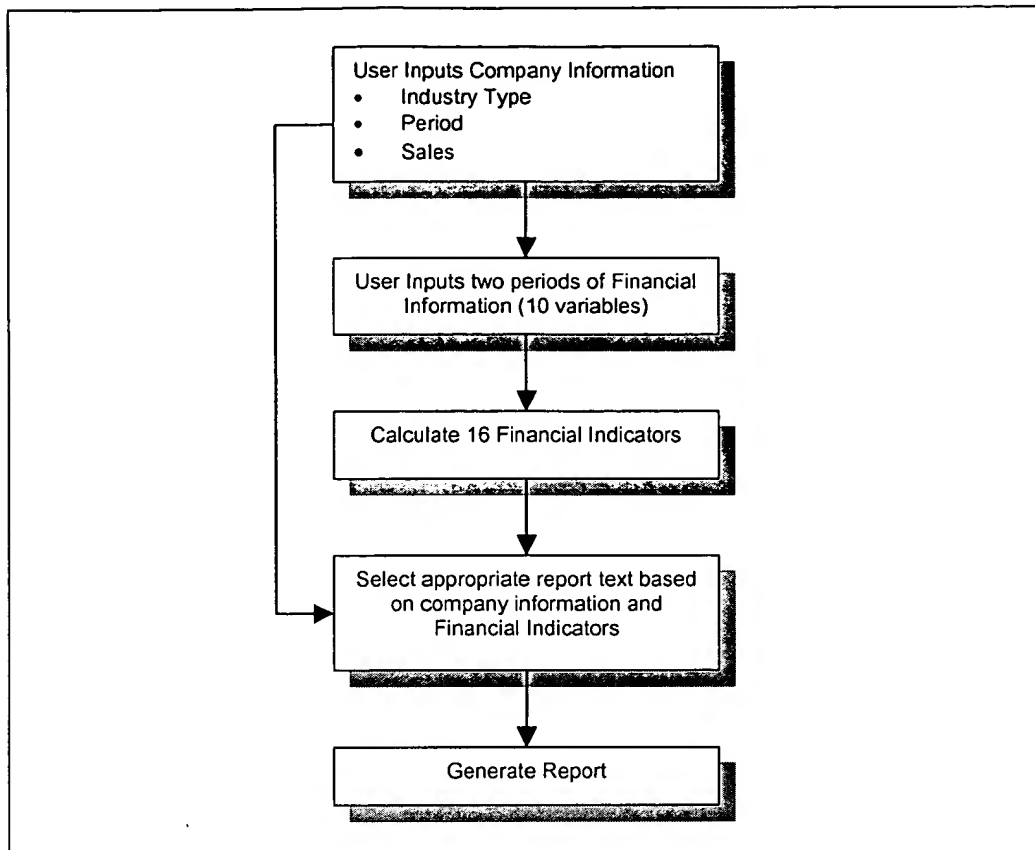
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.
THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Client
SAGE Works, Inc./Rachelle Wells

Consultant
Triangle Business Software / John Argentati

ADDENDUM A: SCOPE OF WORK

Consultant will provide the software, as described below for \$7200 +/-10%.
Software will be delivered on or before August 15, 1998.



General Specifications

The purpose of the software is to generate a customized report based on the information the customer enters. There are two distinct versions of the software; a web based version and a desktop version. Both versions have the same functionality, but are implemented in very different ways.

Data Validation Rules

1. Inventory may not exceed current assets.
2. Gross fixed assets may not be negative.
3. Current liabilities may not exceed total liabilities.
4. Employees + full time contractors may not be negative.
5. Inventory may not be negative.
6. Net Profits may not exceed sales.
7. Gross Profits may not exceed sales.
8. Sales may not be negative.
9. Any number may be zero.
10. Only numbers are allowed in the financial input fields, no alpha characters, or anything else.
11. Note that Cost of sales, current liabilities, and total liabilities should be input as positive numbers. They will be subtracted or computed as part of the program.
12. Current liabilities may not be negative. The error message could say, "Please enter current liabilities as a positive number."
13. Current assets may be negative.
14. Current liabilities may be zero.

It is desirable for financial numbers to look like dollar amounts.

Web Based ProfitCents Specifications

- The web site should work with both Netscape Navigator and Microsoft Internet Explorer.
- The web site should be similar in look and feel to the current web site.
- The ability to bold and italicize text appearing in the report is desirable.
- Report text should be displayed using a serifed font such as Times Roman.
- The web site will be implemented using a combination of Active Server Pages and static HTML pages. A Microsoft Access database will be used to store the data.
- Client is responsible for providing a server on which the software will reside. The server must support Active Server Pages.

Subscriptions & Ordering

- The web software must support both one-time users and subscriptions.
- The web software should track the number of uses by a subscriber.
- The web software must support credit card orders.

Desktop Application Specifications

- The desktop version of ProfitCents will be implemented using either Microsoft Access or Visual Basic. The program will be functional equivalent to the web version of ProfitCents, but will have a more Windows look and feel than a browser look and feel.
- The desktop version has no subscription or ordering capability and does not track the number of uses and can be used an unlimited number of times.
- The software will be capable of being distributed on CD.